

# TERMS AND CONDITIONS OF MEMBERSHIP

August 2020

Members are expected to comply with all applicable laws and regulations.

## 1.0 MEMBERSHIP RIGHTS AND OBLIGATIONS

1. Generally. Member agrees to pay the annual fees established for its Membership Class, as may be amended from time to time in accordance with the Bylaws. Dues are yearly and payment is required upon signing up (to activate membership) and upon renewal (on the anniversary of membership activation). Real Pride Network (RPN) will bill Member for dues in advance by email invoice, and payment will be due on or before the membership expiration date.
2. Compliance with Policies. Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the Bylaws, the [Privacy Policy](#), and any and all additional policies and procedures adopted by RPN, as any of these may be amended from time to time, all of which are hereby incorporated by reference (the "RPN P&Ps").
3. Suspension and Termination. The RPN Board, at its election, may terminate membership upon withdrawal from or cessation of business by Member. RPN shall also have the right to (i) suspend participation of Member if it fails to pay its annual fees on time, or (ii) suspend or cancel participation of Member if it violates any of the RPN P&Ps or engages in conduct seriously prejudicial to the purposes and interests of RPN and fails to correct that breach within seven (7) days of notice from RPN or the RPN staff. No refunds of Membership fees or other payments will be given. Suspension and termination are subject to RPN Bylaws.

## 2.0 GENERAL

1. Authority to Execute Agreement. The person entering into this Agreement on behalf of Member hereby represents, warrants and covenants to RPN that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.
2. No Other Licenses. By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of RPN or another member, except as expressly provided in the RPN P&Ps (e.g., RPN right to disclose and publicize the Member's membership in RPN, unless requested otherwise in writing by the Member).
3. No Warranty. EACH PARTY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL SERVICES AND INFORMATION PROVIDED TO OR BY RPN UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND RPN AND MEMBER EACH

EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH SERVICES AND INFORMATION.

4. Limitation of Liability. IN NO EVENT WILL EITHER RPN OR MEMBER BE LIABLE TO EACH OTHER OR TO ANY OTHER MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT FOR MEMBER'S DUES COMMITMENT, OR IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR WHERE REQUIRED BY APPLICABLE LAW, OR AS OTHERWISE AGREED IN WRITING, THE AGGREGATE LIABILITY OF RPN TO MEMBER AND TO OTHER PARTIES, AND OF MEMBER TO RPN, TO OTHER RPN MEMBERS OR TO OTHER PARTIES, SHALL NOT EXCEED THE PAST 12 MONTHS' MEMBERSHIP FEES PAID BY THE MEMBER TO RPN.
5. Governing Law. This Agreement shall be construed and controlled by the laws of the State of Washington without reference to conflict of laws principles. If any claim or dispute between the parties is not resolved by good faith negotiations, any suits or proceedings pursued by either party shall be brought in the Federal or state courts located in Massachusetts, to whose jurisdiction each party hereby submits.
6. Complete Agreement; No Waiver. This Agreement, including all attachments, sets forth the entire understanding of RPN and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
7. Amendment. All amendments to this Agreement or to any RPN P&Ps shall be effective upon their stated effective date. Member shall be given at least thirty (30) days prior written notice of the effective date of an amendment to this Agreement, including as a result of any changes to the RPN Bylaws or RPN P&Ps, which is adopted in accordance with the Bylaws and that directly and materially affects adversely any of the rights or obligations applicable to Member hereunder (each of the foregoing, an "Amendment"). If Member does not agree to any such Amendment to this Agreement that was approved in accordance with the Bylaws, then Member shall provide written notice to RPN of such disagreement prior to the end of the 30-day notice period. If the parties are not able to reach a mutually acceptable accommodation (for example, the parties agree to a phase-in of the Amendment, RPN determines to withdraw, suspend or modify the Amendment, or RPN grants Member a waiver or variance), this Agreement and Member's membership in RPN shall terminate automatically upon expiration of the 30-day notice period, unless Member elects to withdraw by written notice on an earlier date. Amendments shall be prospective only unless otherwise agreed to by the Member and RPN. No termination or withdrawal pursuant to this paragraph will entitle Member to a refund of Membership dues or other fees, all of which are nonrefundable.
8. No Rule of Strict Construction. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent

permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.
10. Compliance with Laws. Anything contained in this Agreement to the contrary notwithstanding, the obligations of RPN and Member shall be subject to all laws, present and future, of any government having jurisdiction over RPN and Member including, without limitation, all export and re-export laws and regulations. It is the intention of RPN and Member that this Agreement and all referenced documents shall comply with all applicable laws and regulations.
11. Headings. RPN and Member acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.
12. Assignment. Member may not assign its rights or obligations under this Agreement without the prior written consent of RPN or as otherwise set forth in the Bylaws. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member.
13. Force Majeure. Neither RPN nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.
14. Logos and Names. Member grants RPN the right to use their organization's name, business and other listing details submitted, including your photo, on the RPN website and on related marketing materials, solely to indicate membership in RPN. As long as Member remains a Member in good standing, Member may use RPN name and logo, in the format and with the notices provided or requested by RPN, solely to indicate membership in RPN.
15. Member charitable contribution. RPN requests that Members make a voluntarily contribution to RPN's charitable giving efforts in connection with each successful lead made through the RPN public directory and with each referral received from another RPN member or otherwise through the RPN. Monies donated in this manner shall go to RPN's charitable efforts as determined by the Board of Directors and in accordance with RPN's Bylaws or RPN P&Ps.